



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

the light of the importance which reasonably prudent men attach to registered mail, the letter would seem sufficient to put the insured on inquiry. Especially would this seem true as the name of the insurer's agent was on the envelope.

INSURANCE—VACANCY OF PREMISES.—A fire insurance policy in the standard form provided that it should be void if the premises insured should remain vacant for more than thirty days without the assent of the insurer. A building so insured became vacant for more than thirty days but was afterwards reoccupied, being occupied when the loss occurred. *Held*, the vacancy worked a forfeiture of the policy and not merely a suspension, so that the subsequent occupancy did not revive the policy. *Dolliver v. Granite State Fire Ins. Co.* (Me.), 89 Atl. 8.

The authorities involving this question are in direct conflict, with the weight of authority slightly in favor of the holding in the principal case.

One line of authorities lays down the rule that the term "void" in the contract of insurance must be given its ordinary meaning, and that upon breach of the condition the policy becomes null and of no effect and cannot thereafter be revived without the consent of the insurer. *Mead v. Insurance Co.*, 7 N. Y. 530; *Hardiman v. Fire Ass'n*, 212 Pa. St. 383, 61 Atl. 990; *Hoover v. Insurance Co.*, 93 Mo. App. 111, 69 S. W. 42; *Reynolds v. Insurance Co.*, 107 Md. 110, 68 Atl. 262, 15 L. R. A. (N. S.) 345. To construe the contract otherwise, says the Supreme Court of the United States, would be to make a contract for the parties. *Insurance Co. v. Coos County*, 151 U. S. 452.

The other line of authorities favors the insured and holds that the effect of a prohibited vacancy is merely to suspend the insurance during the existence of the vacancy, and that if the premises again become occupied the liability under the policy again attaches. *Insurance Co. v. Toney*, 1 Ga. App. 492, 57 S. E. 1013; *Insurance Co. v. Pitts*, 88 Miss. 587, 41 So. 5, 7 L. R. A. (N. S.) 627, 9 Ann. Cas. 54; *Born v. Insurance Co.*, 110 Ia. 379, 81 N. W. 676, 80 Am. St. Rep. 300; *Insurance Co. v. Catlin*, 163 Ill. 256, 45 N. E. 255, 35 L. R. A. 595 (*dictum*). The same conclusion has been reached upon the ground that the case is analogous to that of a marine policy which contains a limit of the waters within which the vessel is insured. If the vessel leaves the limited waters, and is lost, the insurer is not liable, but the liability reattaches on the return of the vessel to the limits. *Tomkins v. Insurance Co.*, 22 App. Div. 380, 49 N. Y. Supp. 184.

There is sound reason for the doctrine that the policy of insurance reattaches upon the reoccupancy of the premises. The condition concerning vacancy is placed in the policy primarily to protect the insurer from the hazard of extra risk. Since upon reoccupation of the premises the extra risk ceases, it would seem proper to construe the contract in the light of existing conditions. Where justice demands a liberal interpretation it would seem eminently sound to adopt that interpretation. The court in *Insurance Co. v. Pitts*, *supra*, voices the modern sentiment when it says, "the common people who insure should not be entrapped by a harsh construction of a technical word."